

EXHIBIT 10

THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
MEDFORD DIVISION

ARNAUD PARIS,)	
)	
Petitioner,)	Case No. 1:22-cv-01593-MC
)	
v.)	
)	December 7, 2022, 2:51 PM
HEIDI MARIE BROWN,)	
)	
Respondent.)	

COURT TRIAL
EXCERPT OF PROCEEDINGS
BEFORE THE HONORABLE MICHAEL J. MCSHANE
UNITED STATES DISTRICT COURT JUDGE

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APPEARANCES

FOR THE PETITIONER:

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EXCERPT OF PROCEEDINGS

THE COURT: Can we start with wrongful removal?
Because I'm still not hearing you talk about --

MS. SKINNER: The -- our arguments --

THE COURT: -- the underlying agreement --

MS. SKINNER: The --

THE COURT: -- by which the children left for the
United States. And, I agree, there are some credibility issues
with some of the explanations that don't make a lot of sense by
Mr. Paris. But, I'll be honest, I'm not sure if the
explanation that your client gave about Exhibit 23 is
particularly credible. I know she kept saying it's made out of
context. But I've yet to see what other context there is,
especially in light of the fact that on October 7th, she filed
a petition totally revoking any interest in the
July 19th agreement.

MS. SKINNER: Thank you, Your Honor. And I'll
address both points. As to the intent of Ms. Brown at the time
she entered into the July agreement, I think she testified,
credibly, that she negotiated that agreement for hours and
hours. There was discussions back and forth about health
insurance and all of the conditions that were placed. She had
already started to do the work to put those things --

THE COURT: Right.

1 MS. SKINNER: -- in motion. And if she had had a
2 plan to not follow through with the July agreement, then why
3 would she get her French visa renewed in September of 2022, or
4 take the steps to get it renewed?

5 THE COURT: But what she told me is that she wanted
6 to leave her options open, which tells me that she believed she
7 had the unilateral ability to simply keep the children in the
8 United States. And she certainly has -- is attempting to do
9 that by the October 7th filing.

10 MS. SKINNER: And I'll address the October 7th filing
11 in just a moment with the testimony about keeping options open.
12 I think we need to look at that in light of the flip-flopping
13 that Mr. Paris had done at that point. And I think her
14 credible testimony was, in discussions with her lawyer, it was
15 what do I do if he reneges on this again? What can I do?
16 What -- could a plan be put into place if that happens? I need
17 something with security.

18 And what we don't have in evidence is any evidence that
19 show that she took -- and I'll get to the October 7th custody
20 pleading in just a moment -- so that aside, she took no steps
21 to renege on the July agreement. And, in fact, the opposite is
22 true. She took all of the steps to keep that agreement upheld
23 and in place.

24 There's no evidence to show that there was an appointment
25 scheduled with an Oregon lawyer for July 29th, plus six months,

1 so that she could go in there and get the petition filed.

2 There was no petition for custody that was drafted up and ready
3 to go so that on six months and a day, that that could be done.
4 Because she didn't take any steps to breach the agreement.

5 Now, why did she file Exhibit 49, the custody case in
6 Oregon? Not because that was part of her preplan, because, in
7 fact, the six months obviously hadn't expired at that point.
8 She did that because Dad had filed in France, on October 3rd, a
9 French custody case. And Ms. Brown was concerned that, again,
10 it was another reneging of a contract, and that Mr. Paris was
11 going to use the October 3rd French custody filing to again
12 yank the kids back.

13 And so the October 7th, 2022, filing had nothing to do
14 with I'm trying to now get UCCJDA jurisdiction. It had
15 everything to do with simply getting a status quo in place so
16 that the terms of the July agreement would be able to continue
17 in force. Because with the status quo, the kids are here for
18 the time being, in line with that one-year agreement.

19 Now, Mr. Paris' counsel had much to say about Mr. Paris'
20 illness. But I haven't heard any testimony or received -- I
21 didn't receive one piece of evidence brought into this court
22 about a single condition, symptom, or any impact that it had on
23 Mr. Paris' daily living, except that he takes some B12 vitamins
24 and goes and sees a doctor occasionally.

25 But, more importantly, the information about his disease

1 was known to him at the time of the July agreement, which was
2 why all of those conditions were built into the July agreement,
3 which was why Ms. Brown went to all of the lengths that she did
4 to ensure that Mr. Paris' medical condition would be adequately
5 met in the U.S.

6 Mr. Paris indicates, in his closing argument, again, that
7 this is not a best interest determination in the court to date.
8 We know that. The state court level will determine what's in
9 the kids' best interest. He brought up a reference to
10 Exhibit 27, wherein Ms. Brown was indicating to Mr. Paris that
11 the kids were concerned for their dad. They were afraid he was
12 going to die. And that's because that's what he told them. He
13 was manipulating them and said, "Your dad is going to die."

14 And so he's bringing his kids into the case. And we have
15 evidence of that from just earlier this morning, where
16 Mr. Paris is messaging with Ms. Brown, just recently, saying,
17 you know, "I'm" -- basically -- "I'm telling the kids that
18 we're moving to Paris at the end of this court case. So you
19 better get your act in gear." And so we have evidence that
20 he's been bringing the kids into these inappropriate
21 communications.

22 Now, Mr. Paris argues, and his counsel argues in closing
23 argument, that he didn't consent to enrollment in Oregon
24 school. But he sure consented to unenrollment in French school
25 well before even the July agreement. That was something that

1 they then remained unenrolled in the French system until much,
2 much later, when he attempted to reenroll the children there.

3 Now, he's indicating that he is not, quote, "on the lease
4 to the Oregon property." But he's an authorized resident of
5 that lease. He has the right to -- and that's how that was set
6 up. He also agreed to put the -- one of their children's
7 four-year musical program on hold for a year. That was done.
8 And so steps were taken to ensure that the parties' move for
9 one year was put into motion.

10 And the one-year pause on the program, of course, was also
11 agreed to by Ms. Brown. She didn't say that the children need
12 to be removed from school altogether and taken out of that
13 program. She went along and agreed, equally, with the proposal
14 that the children's schooling in France would be put on hold,
15 and that that program would be reserved for them.

16 Now, there's one other case that I'd like to bring to the
17 Court's attention if this Court finds that the facts fit this
18 situation. And that's the idea of whether or not Mr. Paris is
19 bringing this action prematurely having to do with the question
20 about anticipatory breach. And that is the Toren v. Toren
21 case, cited also in my briefing, 191 F.3d 23 --

22 THE COURT: Right.

23 MS. SKINNER: -- which talks about a father who was
24 petitioning to a claim that the mother had made an intent to
25 retain the children past their agreement. But that date had

1 not been reached yet. And the court held there that father's
2 argument was based on mother's future intent, and that the
3 father was seeking a judicial remedy for an anticipatory
4 violation of the Hague Convention. But the Hague Convention
5 only provides a cause of action to petitioners who can
6 establish actual retention. And so that was merely
7 anticipatory retention.

8 We've got the same facts here if the Court finds that
9 Ms. -- even if the Court does find that Ms. Brown has made an
10 anticipatory retention, which we argue she hasn't -- no steps
11 were taken -- the October 7th Oregon custody petition was for a
12 separate reason, again, to protect and preserve the July
13 agreement to keep the children here.

14 And so this -- and then I also want to touch, just
15 briefly, on habitual residence. Because I think that --
16 depending upon if the Court finds there was a wrongful removal
17 or retention, that does not begin and end our discussion about
18 habitual residency being in France. Because if the Court
19 finds, for example, that there was a wrongful removal or
20 retention, and if the Court sets the date of October 7th, for
21 example, I think there's still a pretty strong argument that,
22 on October 7th, the facts under a Monasky analysis show that
23 Oregon was, in fact, the children's habitual residence at that
24 time, because France had been abandoned. And the evidence
25 shows that the children pretty quickly assimilated into their

1 surroundings here in Oregon.

2 And so, in closing, Your Honor, we argue that there was no
3 wrongful removal or retention. If there was, we argue the
4 defense of consent. And if the Court finds that the defense of
5 consent is satisfied, that's the end of the discussion.
6 There's no more habitual residence argument. Thank you, Your
7 Honor.

8 THE COURT: Okay.

9 Reply?

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11 (Excerpt of proceedings concluded at 3:02 PM.)

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C E R T I F I C A T E

Arnaud Paris v. Heidi Marie Brown

Case No. 1:22-cv-01593-MC

Court Trial Excerpt

December 7, 2022

I certify, by signing below, that the foregoing is a true and correct excerpt of the record, taken by stenographic means, of the proceedings in the above-entitled cause. A transcript without an original signature, conformed signature, or digitally signed signature is not certified.

/s/Kendra A. Steppler, RPR, CRR
Official Court Reporter

Signature Date: July 31, 2023